



OPTIMA WORLDWIDE LIMITED – OPTIMA AUTOMOTIVE AGREEMENT DETAILS POWERLISTINGS

Remuneration

CLIENT shall pay OPTIMA fees as determined and agreed to on the *Optima Automotive Services Agreement*. CLIENT agrees to pay their monthly fees via a credit/debit card subscription. OPTIMA shall send a PayPal link to CLIENT to set up these reoccurring payments

Intellectual Property and Copyright

The CLIENT authorizes OPTIMA's use of all client logos, trademarks, web site images, etc., for use in creating and using web resources including, but not limited to, web pages, directory listings and social media accounts; and any other uses as deemed necessary by OPTIMA, and agreed to by the CLIENT, for search engine marketing, social media management and optimization.

The CLIENT warrants that it is legally entitled to use, and saves OPTIMA harmless regarding, all materials provided to OPTIMA by the CLIENT during the course of this agreement.

Indemnification

CLIENT shall indemnify and save harmless OPTIMA and OPTIMA 's directors, officers, employees, agents and assigns from and against all claims, actions, obligations, liabilities, damages, losses and judgments, including any incidental costs and expenses, arising out of or attributed, directly or indirectly, to the actions agreed to by the CLIENT in this agreement.

OPTIMA shall indemnify and save harmless CLIENT and CLIENT 's directors, officers, employees, agents and assigns from and against all claims, actions, obligations, liabilities, damages, losses and judgments, including any incidental costs and expenses, arising out of or attributed, directly or indirectly, to the actions agreed to by the OPTIMA in this agreement.

The CLIENT acknowledges that OPTIMA is a specialist and does not profess expertise in the CLIENTs area of business. The CLIENT is responsible for, and holds OPTIMA blameless for, the content, trademarks and other aspects of the website that are related to the CLIENT's business, industry, and competitors.

Access

CLIENT shall provide any and all access to their current and social media accounts (if applicable) within 7 days of the signing of this agreement.

General

OPTIMA and CLIENT are and shall be independent contractors and OPTIMA is not and shall not be the agent or legal representative of CLIENT for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied on behalf of or in the name of the other Party or to bind the other Party in any manner whatsoever.



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No covenant or condition of this Agreement may be waived except by the written consent of the waiving Party, and forbearance or indulgence by the waiving Party in any regard whatever shall not constitute a waiver of the covenant or condition to be performed by the other Party and until complete performance by the other Party of the covenant or condition, the waiving Party shall be entitled to invoke any remedy available under this Agreement or at law, despite the forbearance or indulgence.

If any part of this Agreement is found to be invalid by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and shall not affect the validity of the remainder, which remainder shall remain in full force. Such severance shall have effect only in the geographic area within which such court has jurisdiction.

Any notice delivered by mail shall be deemed given when received. The date of receipt of any notice by facsimile shall be the date upon which the transmitter of the facsimile receives confirmation of the facsimile transmission.

This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written, between the Parties. There are no warranties, representations or other agreements between the Parties in connection with its subject matter except as specifically set forth in this Agreement. No change or modification of this Agreement shall be valid unless it is in writing and signed by each Party hereto. This Agreement is binding on all successors, permitted assigns, heirs, executors and administrators of the Parties hereto.

Term

PowerListings is an annual renewal and shall automatically renew each year on the anniversary date of this agreement unless client provides notification at least 30 days prior to the anniversary date. Such renewals shall be on the terms and conditions agreed upon by both parties as set forth in this Agreement. Other provisions of this agreement, with regard to other services provided as well as intellectual property, copyrights, indemnification and the General provisions herein shall survive the expiration or termination of all or part of this Agreement and shall remain in full force and effect.

POWERLISTINGS SERVICES TO BE PROVIDED BY OPTIMA UNDER THIS AGREEMENT

Using licensed technology from Yext, OPTIMA will update the directory listings for CLIENT location(s) on all of the directories Yext currently has agreements with (at date over 60 top directories). CLIENT will assist in providing an updated description of its operations, hours of operation, provide staff bio's and photos (if desired), logos and photos, etc.

Once PowerListings have been created, OPTIMA will provide access to a dashboard where CLIENT may view their listings at a glance and track any reviews that come in through these directories.